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Attorneys for Complainant

**BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

ADELINO MANUEL CEDROS, P.T.A.
800 Robertson Way
Sacramento, CA 95818

Physical Therapist Assistant License No. AT 1724

Respondent.

Case No. 1D 2001 62819

OAH No. N-2004030890

**STIPULATED SURRENDER OF
LICENSE AND ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties in
this proceeding that the following matters are true:

PARTIES

1. Steven K. Hartzell (Complainant) is the Executive Officer of the
Physical Therapy Board of California. He brought this action solely in his official capacity
and is represented in this matter by Bill Lockyer, Attorney General of the State of California,
by Mara Faust, Deputy Attorney General.

2. Adelino Manuel Cedros (Respondent) is represented in this
proceeding by attorney Richard F. Antoine., Esq. whose address is 845 University Avenue,
Sacramento, CA 95825.

3. On or about December 3, 1987, the Physical Therapy Board of

1 California issued Physical Therapist Assistant License No. AT 1742 to Adelino Manuel
2 Cedros. The License was in full force and effect at all times relevant to the charges brought
3 in Accusation No. 1D 2001 62819 and will expire on 8/31/03, unless renewed.

4 JURISDICTION

5 4. Accusation No. 1D 2001 62819 was filed before the Physical Therapy
6 Board of California (Board), Department of Consumer Affairs, and is currently pending
7 against Respondent. The Accusation and all other statutorily required documents were
8 properly served on Respondent on October 8, 2003. Respondent timely filed his Notice of
9 Defense contesting the Accusation. A copy of Accusation No. 1D 2001 62819 is attached as
10 Exhibit A and incorporated herein by reference.

11 ADVISEMENT AND WAIVERS

12 5. Respondent has carefully read, fully discussed with counsel, and
13 understands the charges and allegations in Accusation No. 1D 2001 62819. Respondent also
14 has carefully read, fully discussed with counsel, and understands the effects of this
15 Stipulated Surrender of License and Order.

16 6. Respondent is fully aware of his legal rights in this matter, including
17 the right to a hearing on the charges and allegations in the Accusation; the right to be
18 represented by counsel, at his own expense; the right to confront and cross-examine the
19 witnesses against him; the right to present evidence and to testify on his own behalf; the
20 right to the issuance of subpoenas to compel the attendance of witnesses and the production
21 of documents; the right to reconsideration and court review of an adverse decision; and all
22 other rights accorded by the California Administrative Procedure Act and other applicable
23 laws.

24 7. Respondent voluntarily, knowingly, and intelligently waives and gives
25 up each and every right set forth above.

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1 CULPABILITY

2 8. Respondent admits the truth of each and every charge and allegation
3 in the First and Second Cause For Discipline in Accusation No. 1D 2001 62819, and that he
4 violated Business and Professions Code sections 2630 and 2660 (l) (Unlawful Practice of
5 Physical Therapy) and agrees that cause exists for discipline and hereby agrees to the
6 revocation of his Physical Therapist Assistant License No. AT 1742.

7 9. Respondent understands that by signing this stipulation he enables the
8 Board to issue an order revoking his Physical Therapist Assistant License without further
9 process.

10 RESERVATION

11 10. The admissions made by Respondent herein are only for the purposes
12 of this proceeding, or any other proceedings in which the Physical Therapy Board of
13 California or other professional licensing agency is involved, and shall not be admissible in
14 any other criminal or civil proceeding.

15 CONTINGENCY

16 11. This stipulation shall be subject to approval by the Physical Therapy
17 Board of California. Respondent understands and agrees that counsel for Complainant and
18 the staff of the Physical Therapy Board of California may communicate directly with the
19 Board regarding this stipulation and settlement, without notice to or participation by
20 Respondent or her counsel. By signing this stipulation, Respondent understands and agrees
21 that he may not withdraw his agreement or seek to rescind the stipulation prior to the time
22 the Board considers and acts upon it. If the Board fails to adopt this stipulation as its
23 Decision and Order, the Stipulated Surrender of License and Order shall be of no force or
24 effect, except for this paragraph, it shall be inadmissible in any legal action between the
25 parties, and the Board shall not be disqualified from further action by having considered this
26 matter.

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12. The parties understand and agree that facsimile copies of this Stipulated Surrender of License and Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

13. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Order:

ORDER

IT IS HEREBY ORDERED that Physical Therapist Assistant License No. AT 1742, issued to Respondent Adelino Manuel Cedros is surrendered and accepted by the Physical Therapy Board of California.

1. Respondent shall lose all rights and privileges as a physical therapist assistant in California as of the effective date of the Board's Decision and Order.

2. Respondent shall cause to be delivered to the Board both his Physical Therapist Assistant License Certificate and wall and pocket license certificate on or before the effective date of the Decision and Order.

3. Respondent fully understands and agrees that if he ever files an application for licensure or a petition for reinstatement in the State of California, the Board shall treat it as a petition for reinstatement. Respondent must comply with all the laws, regulations and procedures for reinstatement of a revoked license in effect at the time the petition is filed, and all of the charges and allegations contained in Accusation No. 1D 2001 62819 shall be deemed to be true, correct, and admitted by Respondent when the Board determines whether to grant or deny the petition.

4. Should Respondent ever apply or reapply for a new license or certification, or petition for reinstatement of a license, by any other health care licensing agency in the State of California, all of the charges and allegations contained in Accusation, No. 1D 2001 62819 shall be deemed to be true, correct, and admitted by Respondent for the purpose of any Statement of Issues or any other proceeding seeking to deny or restrict licensure.

5. Respondent shall pay the Board its costs of investigation and enforcement in the amount of \$5,820.00. Should Respondent pay one half of this amount to the Board, \$2,910 within 30 (thirty) days of the effective date of the Decision and Order, the Board shall forgive the remaining amount owed. Should Respondent fail to pay the \$2,910 within the 30 (thirty) days, then the full amount of \$5,820 shall be immediately due and payable. The filing of bankruptcy by Respondent shall not relieve Respondent of his responsibility to reimburse the Board. If Respondent is in default of his responsibility to reimburse the Board, the Board will collect the full amount of \$5,820 cost recovery from the Franchise Tax Board, the Internal Revenue Service or by any other means of attachment of wages earned legally available to the Board. Failure to fulfill the obligations could also result in attachments to Department of Motor Vehicle registrations and/or license renewals.

ACCEPTANCE

I have carefully read the above Stipulated Revocation of License and Order and have fully discussed it with my attorney, Richard Antoine, Esq. I understand the stipulation and the effect it will have on my Physical Therapist Assistant License. I enter into this Stipulated Revocation of License and Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Physical Therapy Board of California.

DATED: November 4, 2004 .

Original Signed By: _____
ADELINO MANUEL CEDROS
Respondent

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1 I have read and fully discussed with Respondent Adelino Manuel Cedros the
2 terms and conditions and other matters contained in this Stipulated Revocation of License
3 and Order. I approve its form and content.

4 DATED: November 5, 2004.

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6 Original Signed By:
7 RICHARD F. ANTOINE, ESQ.
8 Attorney for Respondent

9 ENDORSEMENT

10 The foregoing Stipulated Surrender of License and Order is hereby
11 respectfully submitted for consideration by the Physical Therapy Board of California of the
12 Department of Consumer Affairs.

13 DATED: November 8, 2004.

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15 BILL LOCKYER, Attorney General
16 of the State of California

17 Original Signed By:
18 MARA FAUST
19 Deputy Attorney General
20 Attorneys for Complainant
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Exhibit A

Accusation No. 1D 2001 62819

**BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

ADELINO MANUEL CEDROS, P.T.A.

Case No. 1D 2001 62819

OAH No. N-2004030890

The foregoing Stipulated Decision, in case number 1D 2001 62819, is hereby adopted by the Physical Therapy Board, Department of Consumer Affairs, State of California.

This decision shall become effective on the 18th day of February, 2005.

It is so ordered this January 19, 2005.

Original Signed By: Donald A. Chu, P.T., President
FOR THE PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS